

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NAVISION SHIPPING COMPANY A/S,

Plaintiff,

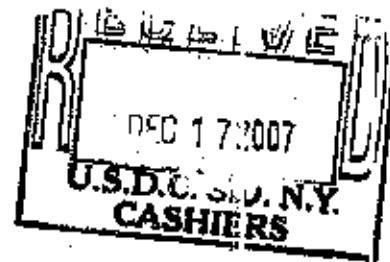
- against -

YONG HE SHIPPING (HK) LTD., PROSPER
SHIPPING LIMITED, JIANGSU FENG AGENCY LTD.,
JIANGSU FAREAST INTERNATIONAL SHIPPING
AGENCY LTD., THE OLD EASTERN
MEDITERRANEAN CO SA, CHINA MARINE
SHIPPING AGENCY TIANJIN COMPANY LTD.,
LIANYUNGANG FAREAST INTERNATIONAL
SHIPPING AGENCY CO. LTD., and SHANGHAI
FAREAST INTERNATIONAL SHIPPING AGENCY
CO. LTD. a/k/a FEISA,

Defendants.

07 Civ. 9517 (C)

ECS CASE



SECOND AMENDED VERIFIED COMPLAINT

Plaintiff, NAVISION SHIPPING COMPANY A/S ("Plaintiff"), by and through its attorneys, Lannon, Murphy & Lannon, LLC, us and for its Second Amended Verified Complaint against the Defendants, YONG HE SHIPPING (HK) LTD. ("Yong He"), PROSPER SHIPPING LIMITED ("Prosper"), JIANGSU FENG AGENCY LTD. ("Jiangsu Feng"), and JIANGSU FAREAST INTERNATIONAL SHIPPING AGENCY LTD. ("Jiangsu"), THE OLD EASTERN MEDITERRANEAN CO SA ("OEM"), CHINA MARINE SHIPPING AGENCY TIANJIN COMPANY LTD. ("China Marine"), LIANYUNGANG FAREAST INTERNATIONAL SHIPPING AGENCY CO. LTD. ("Lianyungang"), and SHANGHAI FAREAST INTERNATIONAL SHIPPING AGENCY CO. LTD. a/k/a FEISA ("Shanghai Fareast") (collectively referred to as "Defendants"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 1(h) of the

Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 et seq., and this Court's federal question jurisdiction, 28 United States Code § 1331.

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.

3. Upon information and belief, Defendants were, and still are, foreign corporations, or other business entities organized and existing under foreign law.

FIRST CAUSE OF ACTION

4. Paragraphs One through Three are hereby incorporated as Paragraphs Four through Six and made part hereof as if fully set forth at length herein.

7. At all material times, Plaintiff was the disponent Owner of the motor vessel "BRAVE JOHN" (hereinafter the "Vessel").

8. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel to Yong He for the carriage of cargo. *See charter party annexed hereto as Exhibit "1."*

9. The charter party provides that hire is due in advance.

10. During the course of the charter, disputes arose between the parties regarding Yong He's failure to pay hire due and owing under the charter party. *See breakdown of outstanding hire annexed hereto as Exhibit "2."*

11. As a result of Yong He's breach of the charter party, Plaintiff has sustained damages in the principal amount of \$2,044,357.12, exclusive of interest, arbitration costs and attorneys fees.

12. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English Law to apply.

13. Despite due demand, Yong He has failed and/or refused to pay the sums due and owing to Plaintiff.

14. Thus, Plaintiff is preparing to commence arbitration proceedings on its claims.

15. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s):

A.	Principal claim:	12,044,357.18
B.	Interest on claims: 3 years at 6%, compounded quarterly	399,913.41
C.	Estimated attorneys' fees and expenses:	200,000.00
D.	Estimated arbitration costs:	50,000.00
Total		2,694,271.59

16. Upon information and belief, Yong He uses Defendants Prosper, Jiangsu Fing and Jiangsu as "paying/receiving agents" or "pass through" entities such that it can insulate itself from creditors relating to its contracts.

17. It is not general practice in the maritime community, nor anywhere else, for independent companies to make or receive large payments on behalf of other independent companies.

18. Payments sent or received on behalf of another independent company are suggestive of a relationship that is not "arms length."

19. Upon information and belief, Defendants Prosper, Jiangsu Fing and Jiangsu make payments on Yong He's behalf where they have absolutely no contractual obligation to Yong He's creditors.

20. Upon information and belief, Defendants Prosper, Jiangsu Fing and Jiangsu made hire payments with reference to the above charter on Yong He's behalf.

21. In addition, upon information and belief Defendant Prosper has made hire payments under other charter parties on Yong He's behalf. See *Verified Complaint in Industrial Carriers Inc. v. Yong He Shipping (HK) Ltd. and Prosper Shipping Limited* (Doc. # 07 Civ. 9706), annexed hereto as Exhibit "3."

22. In the alternative, Defendants Prosper, Jiangsu Fing and Jiangsu are agents of Defendant Yong He, such that Defendants Prosper, Jiangsu Fing and Jiangsu are now, or will soon be, holding assets belonging to Yong He, or vice versa.

23. In the further alternative, Defendants are partners and/or joint venturers.

24. In the further alternative, Defendants are affiliated companies such that Defendants Prosper, Jiangsu Fing and Jiangsu and are now, or will soon be, holding assets belonging to Yong He, or vice versa.

SECOND CAUSE OF ACTION

25. Paragraphs One through Three are hereby incorporated as Paragraphs Twenty Five through Twenty Seven and made part hereof as if fully set forth at length herein.

28. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel *Yong He* for the carriage of cargo.

29. During the course of the voyage, Defendant OEM wrongfully and unlawfully authorized various shipping agents to issue and release pre-dated, clean on board bills of lading and provided the same with freight pre-paid wordings.

30. As a result of OEM's unlawful authorization, Plaintiff has suffered losses in the principle amount of \$2,044,357.18, exclusive of interest, costs and attorneys fees.

31. Despite due demand, DEM has failed and/or refused to pay the sums due and owing to Plaintiff.

32. Thus, in due course, Plaintiff will commence proceedings against DEM in an appropriate forum to recover those amounts due under its claim.

33. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in such proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s) and/or Judgment:

A.	Principal claim:	\$2,044,357.18
B.	Interest on claims: Three years at 5%, compounded quarterly	\$359,913.41
C.	Estimated attorneys' fees and expenses:	\$200,000.00
D.	Estimated arbitration costs:	\$50,000.00
Total		\$2,654,270.59

THIRD CAUSE OF ACTION

34. Paragraphs One through Three are hereby incorporated as Paragraphs Thirty Four through Thirty Six and made part hereof as if fully set forth at length herein.

35. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel "Yong H" for the carriage of cargo.

36. Defendant China Marine wrongfully and unlawfully issued and released pre-dated, clean on board bills of lading and also provided the same with the wording "freight pre-paid" which was clearly inconsistent with the master's authorization to sign the bills of lading.

37. As a result of China Marine unlawful authorization of the bills of lading, Plaintiff has suffered losses in the principal amount of \$2,044,357.18, exclusive of interest, costs and attorneys fees.

40. Despite due demand, China Marine has failed and/or refused to pay the sums due and owing to Plaintiff.

41. Thus, in due course, Plaintiff will commence proceedings against Defendant in an appropriate venue to recover those amounts due under its claim.

42. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in such proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s) and/or Judgment:

A. Principal claim:	32,044,357.18
B. Interest on claims: Three years at 6%, compounded quarterly	1399,913.41
C. Estimated attorneys' fees and expenses:	300,000.00
D. Estimated arbitration costs:	50,000.00
Total	2,694,270.59

FOURTH CAUSE OF ACTION

43. Paragraphs One through Three are hereby incorporated as Paragraphs Forty Three through Forty Five and made part hereof as if fully set forth at length herein.

45. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel *Yong He* for the carriage of cargo.

47. Lianyungang wrongfully and unlawfully issued and released pre-dated, clean on board bills of lading, and also provided the same with the wording "freight prepaid" which was clearly inconsistent with the master's authorization to sign the bills of lading.

48. As a result of Lianyungang's unlawful authorization of the bills of lading, Plaintiff has suffered losses in the principle amount of 32,044,357.18, exclusive of interest, costs and attorneys fees.

49. Despite due demand, Lianyungang has failed and/or refused to pay the sums due and owing to Plaintiff.

50. Thus, in due course, Plaintiff will commence proceedings against Lianyungang in an appropriate venue to recover those amounts due under its claim.

51. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in such proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s) and/or Judgment:

A.	Principal claim:	\$2,044,357.18
B.	Interest on claims: Three years at 6%, compounded quarterly	\$399,913.41
C.	Estimated attorneys' fees and expenses:	\$200,000.00
D.	Estimated arbitration costs:	\$6,000.00
Total		\$2,694,270.59

FIFTE CAUSE OF ACTION

52. Paragraphs One through Three are hereby incorporated as Paragraphs Fifty Two through Fifty Four and made part hereof as if fully set forth at length herein.

53. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel, *Yong He* for the carriage of cargo.

54. Shanghai Forecast wrongfully and unlawfully issued and released pre-dated, clean on board bills of lading, and also provided the same with the wording "freight prepaid" which was clearly inconsistent with the master's authorization to sign the bills of lading.

55. As a result of Shanghai Forecast's unlawful authorization of the bills of lading, Plaintiff has suffered losses in the principle amount of \$2,044,357.18, exclusive of interest, costs and attorneys fees.

58. Despite due demand, Lianyungang has failed and/or refused to pay the sums due and owing to Plaintiff.

59. Thus, in due course, Plaintiff will commence proceedings against Lianyungang in an appropriate venue to recover those amounts due under its claim.

60. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in such proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s) and/or Judgment:

A.	Principal claim:	\$2,044,357.18
B.	Interest on claims: Three years at 6%, compounded quarterly	\$399,913.41
C.	Estimated attorneys' fees and expenses:	\$200,000.00
D.	Estimated arbitration costs:	\$50,000.00
Total		\$2,694,270.59

PRAYER FOR RELIEF FOR ALL CAUSES OF ACTION

61. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendants.

62. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 2, attaching, *inter alia*, any assets of the Defendants held by

the aforesaid garnishes for the purpose of obtaining personal jurisdiction over the Defendant(s), and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Second Amended Verified Complaint;
- B. That the Court retain jurisdiction to compel the Defendants to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;
- C. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, as to pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 3, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendants, in the amount \$2,694,278.53 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Second Amended Complaint;
- D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a judgment of this Court;
- E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

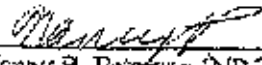
F. In the alternative, that this Court enter judgment against the Defendant(s) in the amount of \$2,694,378.59 plus the costs and reasonable attorneys' fees incurred in the prosecution of this action;

G. That this Court award Plaintiff its attorney's fees and costs of this action; and

H. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: December 17, 2007
New York, NY

The Plaintiff
NAVISION SHIPPING COMPANY A/S

By: 
Nancy R. Peterson (NF 2871)
Patrick F. Lennon (FL 2162)
LENNON, MURPHY & LENNON, LLC
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 -- phone
(212) 490-6079 -- fax
nrp@lennonmurphy.com
pfl@lennonmurphy.com

ATTORNEY'S VERIFICATION

State of Connecticut)

County of Fairfield)

ss.: Town of Southport

1. My name is Nancy R. Peterson.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Second Amended Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: December 17, 2007
New York, NY


Nancy R. Peterson

EXHIBIT "1"

070712-5619
 To: NAVISION CHARTERING A/S <chartering@navisiongroup.com>
 From: GFI BROKERS LONDON <drycargo@gfigroup.co.uk>
 Subject: [CB] brave john/yhs cp dated 12.7.2007
 Date: 12-07-2007 12:17:08 (printed 28-09-2007 12:12:34)
 O...: "NAVISION CHARTERING A/S"
 ROM: GFI Group
 ATE: 12-JUL-2007 11:16
 SG.: 989232

ster / dan

try plsd to confirm having fixed clean asf cp dated 12 july 07:

v. brave john ex prabhu jivesh (ex spring eagle)
 1st trimming bulk carrier
 alta flag built dec 1983-japan
 rushima dockyard no:3010
 rt of registry:vallarta
 ased abs (abs a1 bc-ans-accu), ism certified
 230 dwt on 11.20 mtrs draft
 nter: 38155mt on 10.98mtrs
 opical: 40270mt on 11.42mtrs
 c loaded: 45.87 / tpi:116.5 / light : 41.79
 11 sign 9 h n r 7 - inmarsat c: 421560410 brav
 mail: 421540410@stratosmobile.net
 one: 763618645 / fax:763618647
 ficial class register no:83142421
 o: 8307076
 a/beam 183/28 mtrs
 pth moulded: 15.4m
 t/nrt 22009/12589
 eq.grt/nrt 22779.88/19915.85
 nana grt/nrt 23783.05/18106.73
 ain/bale 47688.89/45961.76 cu.mtrs
 h dchise grain/bale capa
 l : 8,359.34 / 7,971.80
 2 : 9,846.08 / 9,578.87
 3 : 10,238.34 / 9,895.64
 4 : 9,844.73 / 9,533.50
 5 : 9,300.40 / 8,982.15
 6 : 47,588.89 / 45,961.76

h ha 5/5 forward of bridge
 h ch covers folding type hydraulically operated
 h ch sizes #1 to 5 19.2 x 14.04 mtrs
 #3 floodable

01 cfm vsis h.cvr not side opening n not side rolling
 t. op clear of hoppers dimensions
 nr.1 : length 28.50 mtrs inner bulkhead corrugation
 breadth fwd 6.90 mtrs aft 18.40 mtrs
 nr.2/3/4 length 28.50 mtrs inner bulkhead corrugation
 breadth 18.40 mtrs
 nr. 5 : length 28.50 mtrs inner bulkhead corrugation
 breadth fwd 18.40 mtrs aft 9.75 mtrs

h ght at to main deck 13.80 mtrs tt to h.cover 14.40 mtrs
 di stance waterline to top hatchcovers in light ballast:abt 11m
 di stance waterline to top hatchcovers in heavy ballast:abt 10.6m

cr res 4 of 25 tons

vs strengthened for heavy cargoes #2/4 may be empty
 at ngth of ttp/deck/h cover
 tt str.nr1-19.2 nr2-13.3 nr3-25.4 nr4-13.3 nr5-19.2 mt/mtr2

back 3.0mt/mtr2

constants: 300 mts excl fw
daily fresh water consumption: 8mt
fresh water capacity: 180mt
max const incl fw: 400mt
tank capacity ifo: 1400mt . mdo: 120mt

speed abt 12.50k on abt 24 mt ifo (180 cst) + 2.0 mt mdo at sea
when idle abt 1.5 mt mdo /when gear working abt 2.8 mt mdo.
speed/cons described in fair weather unexceeding beaufort scale 3.
speed/cons described from seabuoy to seabuoy and val consumes mdo for
navigating in channels and enclosed waters.

master's nationality: Greek
officers and crew nationality: philippines.

club: west of england
bm value: usd 10mil
bm insurer: london +italian market via cambiasc russo of genova.

last survey date: sept 2003 at china - zhengxi shipyard
last dd: may 2006 at piraus

australia hold ladders fitted
tfr: bona fide
vessel is under present management: since 11/04/2003

mers: oresteia shipping ltd, malta
managers: p+p shipping co (hellas) s.a.
7, platonos street - piraus 185 35
greece
tel: +30210-4224112/5 fax: +30210-4224119 tlx: 211732 papa gr
e-mail: papanhos@otenet.gr

all details about

1 R

- A/C YONG BE SHIPPING(BK) LTD
- DELY DLOSP, ZHANJIANG, CHINA ATONSHINC
- LXCW 21/29 JULY (0001/2408 222 LT) 2007
- FOR 1 TCT WITH INT STEELS AND GENERALS, LAWFULL AND HARMLESS,
WITH DECK OPTION, VIA SPS SPS SPS AA ANIWL
- estimated duration for cp purposes abt 60 days wog
- redely on dlosp full med as per owe bth cp atdnshinc, port in chopt
- HIRE USD 34500 DIOT FIRST 50 DAYS AND USD 35500 THEREAFTER
- 1st hire plus bod to be paid on dely
2nd hire to be 45 days and to be paid 15 dys after dely
3rd hire upto expected redely incl bunker adjustment
any subsequent hire(s) to be paid in advance as/if becomes due
- vessel to deliver with bunkers remaining on board estimated to be
abt 500-600 mts ifo and abt 50-60 mts mdo. vessel to be redel with
abt 500 mts ifo and abt 50 mts mdo. prices bands usd 340 pmt ifo
and abt usd 625 pmt mdo.
- LDHC/CVE AS PER B2E CP
- MARGO/TRADING EXCL AS PER B2B CP

wise as per ows 5tb cp logically amended

Still owners

ND

hanks via fixture

his email and any files transmitted with it are confidential and
attended solely for the use of the individual or entity to whom they
re addressed. If you have received this email in error please notify
the system manager.

Communications sent from our London offices are, unless stated otherwise, sent on
behalf of
FI Holdings Limited, a limited company registered in England and Wales with
registered
office located at 1 Snowdon Street, London EC2A 2DP and registered number 0305222

This footnote also confirms that this email message has been swept by
MSWespar for the presence of computer viruses.

1 www.timeswreaper.com

1 This email has been scanned by the MessageLabs Email Security System.
1 For more information please visit <http://www.messagelabs.com/email>

EXHIBIT "2"

EXHIBIT "2"

Navision Shipping Company A/S
 c/o Navision Chartering A/S
 Strandvejen 102 E • DK-2900 Hellerup • Denmark



Navision Shipping
 Company A/S

25 November 2007

Yong Ho Shipping (HK) Ltd.
 c/o GPI Brokers Ltd
 1 Snowden Street
 Broadgate West
 London, UK-E1 6DB
 United Kingdom

Hire Statement Recap

m.v. Brave John - C/P 12 July 2007 - F060256 C103

Date of delivery:	23-07-07 18:30 UTC		
Date of redelivery:	26-11-07 11:10 UTC		
Total days on hire:	128.694444		
Bunker quantities mts		IFO	MDO
Delivery:	467.00	48.50	0.00
Redelivery:	528.46	45.44	0.00
Bunkers prices USD:			
Delivery:	340.00	625.00	0.00
Redelivery:	340.00	625.00	0.00

T/C Hire:		USD
23/07 18:30 hrs - 11/09 18:30 hrs UTC	50 days at USD 34,500.00	1,725,000.00
11/09 18:30 hrs - 26/11 11:10 hrs UTC	75.694444 days at USD 35,500.00	2,697,182.76
Commissions deducted	3.75%	(165,451.73)
Bunkers on delivery		
IFO 467 mts at USD 340		158,780.00
MDO 48.5 mts at USD 625		29,081.50
Bunkers on redelivery		
IFO 528.464 mts at USD 340		(179,677.76)
MDO 45.439 mts at USD 625		(28,388.38)
Communication/Entertainment/Victualing USD 1,250 per 30 days		5,237.27
In lieu of hold cleaning		5,000.00

Payments:

Payment 1 - 1st hire	(818,561.25)
Payment 2a - 10 AUG "430,000 USD"	(430,000.00)
Payment 2b - 10 AUG "30,000 USD"	(30,000.00)
Payment 3 - 16 AUG "330,000 BEING PART OF 1,045,000"	(315,781.25)
Payment 4 - 20 AUG "330,000 BEING PART OF 1,045,000"	(330,000.00)
Payment 5 - 29 AUG "400,000.00 BEING PART OF STM 2"	(430,000.00)

Balance in Owners favour	2,014,367.18
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EXHIBIT "3"

NY CM/ECF Version 3.1.1

Page 1 of 3

ECF

U.S. District Court
United States District Court for the Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:07-cv-09706-PAC

Industrial Carriers Inc. v. Yong He Shipping HK Ltd. et al
 Assigned to: Judge Paul A. Crotty
 Demand: \$834,000
 Cause: 28:1333 Admiralty

Date Filed: 11/01/2007

Jury Demand: None

Nature of Suit: 120 Contract: Marine

Jurisdiction: Federal Question

Plaintiff**Industrial Carriers Inc.**

represented by **Claudio Ann Campanale-Orozco**
 Tisdale Law Offices, LLC
 11 West 42nd Street
 Suite 900
 New York, NY 10036
 (212) 354-0025
 Fax: (212) 869-0067
 Email: Corozco@tisdale-law.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Thomas Leonard Tisdale
 Tisdale Law Offices, LLC
 11 West 42nd Street
 Suite 900
 New York, NY 10036
 (212) 354-0025
 Fax: (212) 869-0067
 Email: tisdale@tisdale-law.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant**Yong He Shipping HK Ltd.****Defendant****Prosper Shipping Limited**

Date Filed	#	Docket Text
11/01/2007	1	COMPLAINT against Yong He Shipping HK Ltd., Prosper Shipping

		Limited. (Filing Fee \$ 350.00, Receipt Number 631665) Document filed by Industrial Carriers Inc. (jpo) (Entered: 11/05/2007)
1/01/2007		SUMMONS ISSUED as to Yong He Shipping HK Ltd., Prosper Shipping Limited. (jpo) (Entered: 11/05/2007)
1/01/2007		Magistrate Judge Kevin N. Fox is so designated. (jpo) (Entered: 11/05/2007)
1/01/2007		Case Designated ECF. (jpo) (Entered: 11/05/2007)
1/01/2007	2	RULE 7.1 CORPORATE DISCLOSURE STATEMENT. No Corporate Parent. Document filed by Industrial Carriers Inc. (jpo) (Entered: 11/05/2007)
1/01/2007	4	EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, etc. or any other funds of property up to the amount of \$834,283.40 belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited but not limited to such property as may be held, received or transferred in Defendant's name(s), or as may be held, received or transferred for its benefit at, moving though, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishes to be named, or later identified, on whom a copy of the Process of Maritime Attachment and Garnishment may be served. Supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further Order of the Court. Pursuant to F.R.C.P. 5(b) (2)(D) each garnishee may consent, in writing, to accept service by any other means. So Ordered. (Signed by Judge Paul A. Crotty on 11/1/07) (jco) (Entered: 11/21/2007)
1/01/2007	5	ORDER APPOINTING SPECIAL PROCESS SERVER PURSUANT TO F.R.C.P. RULE 4(C) Thomas L. Tisdale, Clairisse A. Campanale-Orozco, Lauren C. Davies or any other partner, associate, paralegal or other agent of TISDALE LAW OFFICES, LLC be and is hereby appointed to serve the Verified Complaint, Process of Maritime Attachment and Garnishment, Interrogatories and other process upon Defendant herein and upon the garnishee(s) listed in the Order; together with any other garnishee(s) who, based upon information developed subsequent hereto by Plaintiffs, may hold assets for or on account of the Defendant. So Ordered. (Signed by Judge Paul A. Crotty on 11/1/07) (jco) (Entered: 11/21/2007)
11/12/2007		MARITIME ATTACHMENT AND GARNISHMENT ISSUED as to Yong He Shipping HK Ltd., Prosper Shipping Limited on 11/1/07 in the amount of \$834,283.40. (cd) (Entered: 11/05/2007)
11/15/2007	3	AFFIDAVIT of Clairisse Campanale-Orozco in Support re: Maritime Attachment and Garnishment Issued. Document filed by Industrial Carriers Inc.. (Campanale-Orozco, Clairisse) (Entered: 11/05/2007)

11/29/2007		MARITIME ATTACHMENT AND GARNISHMENT ISSUED as to Yong He Shipping HK Ltd., Prosper Shipping Limited on 11/29/2007 in the amount of \$2,881,145.02. (jmi) (Entered: 12/03/2007)
11/29/2007	6	AMENDED ORDER APPOINTING SPECIAL PROCESS SERVER PURSUANT TO F.R.C.P. RULE 4(C) Thomas L. Tisdale, Clairisse A. Campanale-Orozco, Lauren C. Davies or any other partner, associate, paralegal or other agent of TISDALE LAW OFFICES, LLC be and is hereby appointed to serve the Verified Complaint, Process of Maritime Attachment and Garnishment, Interrogatories and other process upon Defendant herein and upon the garnishee(s) listed in the Order, together with any other garnishee(s) who, based upon information developed subsequent hereto by Plaintiffs, may hold assets for or on account of the Defendants. So Ordered. (Signed by Judge Paul A. Crotty on 11/29/07) (jco) (Entered: 12/05/2007)
11/29/2007	7	AMENDED EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, etc. or any other funds or property up to the amount of \$2,881,145.02 belonging to, due or being transferred to from or for the benefit of the Defendants, including but not limited to such property as may be held, received or transferred in Defendants' name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) on whom a copy of the Process of Maritime Attachment and Garnishment may be served. Supplemental process enforcing the Court's Order may be issued and served without further Order of the Court. Pursuant to F.R.C.P. 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means. So Ordered. (Signed by Judge Paul A. Crotty on 11/29/07) (jco) (Entered: 12/05/2007)

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